

BIDDING DOCUMENTS OF NON-CONSULTING SERVICE

Procurement of Non-Consulting Services

Activity: Design and Development of Public Accounting Committee Management Information System (PACMIS)

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Part I – Bidding Procedures



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Section I. Instructions to Bidders

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Instructions to Bidders

A. General

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| 1. Scope of Bid | <p>1.1 The Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the BDS.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.</p> |
| 2. Source of Funds | <p>2.1 The Borrower, as defined in the BDS, intends to apply part of the funds of a loan from the World Bank, as defined in the BDS, towards the cost of the Project, as defined in the BDS, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.</p> |
| 3. Corrupt or Fraudulent Practices | <p>3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. ¹ In pursuance of this policy, the Bank:</p> <p style="margin-left: 40px;">(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> |

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.



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- (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the



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Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

4. Eligible Bidders

- 4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
- 4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.

² For the purpose of these SBDs, “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of these SBDs, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.



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- 4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
- 4.4 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.
- 4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Sub-Clause 3.1.

5. Qualification of the Bidder

- 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:
- copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - total monetary value of Services performed for each of the last five years;
 - experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;



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- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and



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- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS;**
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

6. One Bid per Bidder

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.



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- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Content of Bidding Documents** 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- | | |
|--------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Bidding Forms |
| Section IV | Eligible Countries |
| Section V | Activity Schedule |
| Section VI | General Conditions of Contract |
| Section VII | Special Conditions of Contract |
| Section VIII | Performance Specifications and Drawings (if Applicable) |
| Section IX | Contract Forms |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 10. Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding



documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract



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14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

15. Currencies of Bid and Payment

- 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and
 - (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts



included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;



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- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34;
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

18. Alternative Proposals by Bidders

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the



bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

20.2 The inner and outer envelopes shall



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- (a) be addressed to the Employer at the address **provided in the BDS;**
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 21. Deadline for Submission of Bids**
- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**
- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.



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- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.



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- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.
- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
- 27. Examination of Bids and Determination of Responsiveness**
- 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28. Correction of Errors**
- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price



28.1.1

shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

29. Currency for Bid Evaluation

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

(a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

or

(b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in the currency of the Employer's country.

30. Evaluation and Comparison of Bids

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;



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- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.
- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 31. Preference for Domestic Bidders** 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

- 32. Award Criteria** 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.
- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.
- 33. Employer’s Right to Accept any Bid and to Reject any or all Bids** 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.



34. Notification of Award and Signing of Agreement

- 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

35. Performance Security

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.



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- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 36. Advance Payment and Security**
- 36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS.**
- 37. Adjudicator**
- 37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.



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Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	The Employer: <i>Federal Parliament Secretariat, Singhadurbar, Kathmandu.</i> The name and identification number of the Contract: Design and Development of Public Accounting Committee Management Information System (PACMIS), Procurement ID: NP-PAC-187650-NC-RFQ
1.2	The Intended Completion Date: <i>6 months from the date of signing the contract.</i>
2.1	The Borrower is: <i>Government of Nepal</i> The Project: Integrated Public Financial Management Reform Project (IPFMRP) The grant number: TF 0A7474, TF 0A7475
5.2	Prequalification: NA.
5.3	The Qualification Information and Bidding forms to be submitted are as follows: <i>As per ITB 5.3</i>
5.4	The information needed for Bids submitted by joint ventures is as follows: <i>As per ITB 5.4</i>
5.5	The qualification criteria in Sub-Clause 5.5 are modified as follows: _____ _____
5.5(a)	The minimum required annual volume of Services for the successful Bidder in any of the last ten years shall be: NA
5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following: NA
5.5(c)	The essential equipment to be made available for the Contract by the successful Bidder shall be NA
5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be NA _____
5.5	Subcontractors' experience shall be taken into account. No



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B. Bidding Data	
9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be: one (1) original and one (1) copies
C. Preparation of Bids	
12.1	Language of the bid: <i>English</i>
13.1	The additional materials required to be completed and submitted are: <ul style="list-style-type: none"> • Legal Registration and Renewal • Business Registration • Tax clearance up to last FY 2076/077 • Basic profile of the institution
14.4	The Contract <i>shall not</i> subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
15.1	Local inputs shall be quoted in _____ <i>NA</i> _____.
16.1	The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the BDS.
17.1	The Bidder shall provide: <i>a bid security</i> .
17.2	The amount of Bid Security shall be NPR 50000.00 or an equivalent amount in a freely-convertible currency.
18.1	Alternative bids NOT permitted.
18.2	Alternative times for completion NOT permitted. If permitted, the range of acceptable completion time is: NA If alternative times for completion are permitted, the evaluation method will be as follows: NA
18.4	Alternative technical solutions shall be permitted for the following parts of the Services: NA If alternative technical solutions are permitted, the evaluation method will be as follows: NA
D. Submission of Bids	
20.2	The Employer's address for the purpose of Bid submission is <i>Federal Parliament Secretariat, Kathmandu.</i> For identification of the bid the envelopes should indicate:



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	Contract: Design and Development of Public Accounting Committee Management Information System (PACMIS) , Bid / Contract Number: NP-PAC-187650-NC-RFQ
21.1	The deadline for submission of bids shall be March 26, 2021; 12:00 hours .
E. Bid Opening and Evaluation	
24.1	Bids will be opened at <i>Federal Parliament Secretariat</i> , of the day March 26, 2021; 12:30 hours at the following address: <i>Federal Parliament Secretariat, Singhadurbar, Kathmandu.</i>
29.1	Currency chosen for the purpose of converting to a common currency. Nepalese Rupees Source of exchange rate: NA Exchange rate date. NA
F. Award of Contract	
35.0	The Performance Security acceptable to the Employer shall be the in the Standard Form of Performance Bank Guarantee (Unconditional).
36.1	The Advance Payment shall be of 10 percent of the Contract Price after submitting the Inception report.
37.1	The Adjudicator proposed by the Employer is _____NA_____. The hourly fee for this proposed Adjudicator shall be _____. The biographical data of the proposed Adjudicator is as follows: _____.



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Section III. Bidding Forms

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Service Provider's Bid

..... 2020

To:

***Federal Parliament Secretariat,
Singhadurbar, Kathmandu.***

Having examined the bidding documents including addenda No, we offer to execute the **Design and Development of Public Accounting Committee Management Information System (PACMIS)** in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of Rs. _____, (*In words* _____). The bid forms (tuition costs, books and stationery, rental and administrative costs) given below are duly filled.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Bid Price Schedule



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Design and Development of Public Accounting Committee Management Information System (PACMIS)

Activity Reference: NP-PAC-187650-NC-RFQ

S. N	Proposed Key Personnel	No. of Person required	Man-Month	Rate in figure	Rate in Words	Total Amount
1	Project Manager (Team Leader)	1	5			
2	System Analyst	1	3			
3	Senior Software Developer	1	4			
4	Mid-Level Developer	1	4			
5	Database Expert	1	3			
6	Web Designer	1	2			
7	Quality Assurance Engineer	1	3			
8	Documentation Expert	1	2			
9	Reimbursable cost	1	L/S			
	a. Communication (Telephone/Internet)	1	L/S			
	b. Stationery	1	L/S			
	c. Report Preparation	1	L/S			
	d. Local Transportation/Field visit	1	L/S			
10	Training	1	L/S			
	Total					
	VAT					
	Grand Total					

Total Amount in Words



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Authorized Signature.....

Name & Designation.....

Name of the Firm.....

Stamp



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Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

	1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(e) and GCC Clause 9.1. Qualification of proposed key personnel should meet the minimum qualification as mentioned in Appendix A .
--	--

S. N	Proposed Key Personnel	No. of Person required	Qualification	Specific Experience
1	Project Manager (Team Leader)	1		
2	System Analyst	1		
3	Senior Software Developer	1		



4	Mid-Level Developer	1		
5	Database Expert	1		
6	Web Designer	1		
7	Quality Assurance Engineer	1		
8	Documentation Expert	1		

1.5 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

1.6 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.7 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.8 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

1.9 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.



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- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.



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Technical Specifications of software

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the software and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract.

Purchaser Requirement

Item No.	Name of Goods or Related Services	Technical Description, Specifications, and Standards		The bidder shall state as Fully complaint/ Partially complaint/ Non complaint
		Particulars	Requirements	
1	2	3	4	6
As mentioned in the Appendix- of this document				



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Letter of Acceptance
Public Expenditure and Financial Accountability Secretariat,
Ministry of Finance

..... 2020

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract



Form of Contract
Public Expenditure and Financial Accountability Secretariat,
Ministry of Finance

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[*Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).*]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received [or has applied for] a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) [or a credit from the International Development Association (hereinafter called the “Association”)] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [or credit] to eligible payments under this Contract, it being understood (i) that payments by the Bank [or Association] will be made only at the request of the Employer and upon approval by the Bank [or Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [or credit], and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [or credit] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid



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- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

[name of member]



[Authorized Representative]

[name of member]

[Authorized Representative]



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Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]



Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: _____
 Bid No.: _____
 Alternative No.: _____

To: _____

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of _____ starting on _____, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: _____

In the capacity of: _____

Name: _____

Duly authorized to sign the bid for and on behalf of: _____

Dated on _____ day of _____, _____
 Corporate Seal (where appropriate)



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Section IV. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:



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Part II – Activity Schedule



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Section V. Activity Schedule

Activity Schedule will be decided during negotiation



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Part III – Conditions of Contract and Contract Forms



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Section VI. General Conditions of Contract

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Section V. General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

or

- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s country;



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- (l) “Local Currency” means the currency of the country of the Employer;
- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the



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communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC.**

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be



liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty



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- (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
 - (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank

⁶ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁸ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁹ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.



investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost



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incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:



- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later



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the Property of the Employer than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Overpayment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C.



The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause



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5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

(a) The price payable in local currency is **set forth in the SCC.**

(b) The price payable in foreign currency is **set forth in the SCC.**

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to



labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service



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Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.



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**8.2 Dispute
Settlement**

- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.
- 8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.



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Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in [<i>name of country</i>].”
1.1(a)	The Adjudicator is _____
1.1(e)	The contract name is Design and Development of Public Accounting Committee Management Information System (PACMIS)
1.1(h)	The Employer is <i>Federal Parliament Secretariat, Singhadurbar, Kathmandu.</i>
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is: _____
1.3	The language is <i>English</i>
1.4	The addresses are: Employer: _____ Attention: _____ Telex: _____ Facsimile: _____ Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Employer: _____ For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.



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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The Intended Completion Date is <i>6 months from the date of signing the contract</i>
3.2.3	Activities prohibited after termination of this Contract are: _____ _____
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Employer's liability and workers' compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are _____.]
3.7	Restrictions on the use of documents prepared by the Service Provider are: _____
3.8.1	The liquidated damages rate is 0.05% per day The maximum amount of liquidated damages for the whole contract is 10% percent of the final Contract Price.
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
5.1	The assistance and exemptions provided to the Service Provider are: _____
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is _____.
6.3.2	The performance incentive paid to the Service Provider shall be: _____ _____
6.4	Payments shall be made according to the following schedule: <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: 10 percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same with submitting Inspection Report



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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ Payment after submitting Inception Report 10% of Contract amount as advance payment. ➤ Payment after conducting tanning 40% of Contract amount and Payment after Installation of Software and submission of Final Report 50% of Contract amount <p>Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 45 days in the case of the final payment.</p> <p>The interest rate is <i>NA</i></p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p style="margin-left: 40px;">A_L is _____</p> <p style="margin-left: 40px;">B_L is _____</p> <p style="margin-left: 40px;">C_L is _____</p> <p style="margin-left: 40px;">L_{mc} and L_{oc} are the index for Labor from _____</p> <p style="margin-left: 40px;">I_{mc} and I_{oc} are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p style="margin-left: 40px;">A_F is _____</p> <p style="margin-left: 40px;">B_F is _____</p>



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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	C_F is _____ L_{mc} and L_{oc} are the index for Labor from _____ I_{mc} and I_{oc} are the index for _____ from _____
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: _____ The Defects Liability Period is _____.
8.2.3	The Adjudicator is _____. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____
8.2.4	The arbitration procedures of _____ will be used
8.2.5	The designated Appointing Authority for a new Adjudicator is _____



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Appendices

Appendix A - Description of the Services

TOR of Design and Development of Public Accounting Committee Management Information System (PACMIS)

1. BACKGROUND

Systematic flow of Information plays a vital **role** in democratic practices in federal parliamentary system, with the special focus on Public Account Committee Management Information System. It is highly essential to keep the records of the directives and track the processes to attain the objective of examining the Government's use of resources, agencies, timely flow of information. for effective decision making. It is also needed for secretariat to have timely access to information ranging from agendas, minutes of meetings, directives and its status, annual report, Public Account Committee's reports, hearings and events details in a regular basis for agency to achieve their aims.

Public Account Committee Management Information System (PAC-MIS) is an advanced web-based management system used for management and retrieval of the information related to the works of Public Account Committee. It can also be used to track the directives, views the events, meeting agendas/minutes, messaging the members and generating reports. The major essence and use of Public Account Committee Management Information System in the Parliamentary body are explained below:

- Parliament of Nepal is on the move to reform its functionalities through the transformation of its system through e-parliament approach, Public Account Committee (PAC) has felt need to build Web based MIS for information dissemination to citizens about audit findings, hearings, and reports on different issues including parliamentary oversight.
- The works of the parliament are done via different committees, where it is found important to develop and maintain the MIS for PAC to disseminate the information to the citizen for the timely and accurate access to the information about the hearings, committee decisions, events and meetings of is possible. Through, (PAC-MIS), the documents and information to the committee members and the secretariat will be digitally accessible.
- With the vision to further enhance the PAC system and administration and to provide full support to the clients and stakeholders who are in need of data, an online presence of PAC is envisioned.

To achieve the above need a proper portal is necessary for better digital presence.

2. OBJECTIVE

The objective and goal of this assignment is:

- Development of management information system in Public Account Committee to ensure efficient and effective committee business in Federal Parliament.



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- PAC-MIS will be developed to get the efficient management of different types of official documents with a correlation with business process of organization utilizing computer system and get the relevant reports as required by the Public Account Committee.
- The PAC-MIS will help to manage official process efficiently, its retrieval, and reporting.
- Design and Development of Dynamic Portal for Office of Public Account Committee.

3. Scope of Work

The primary scope of work of this assignment shall cover the Development of management information system in Public Account Committee to ensure efficient and effective committee business in Federal Parliament.

The PAC-MIS will be multi-user web base system with a User Management and Manual Data Backup and Restoration functions by the PAC IT Department with minimum support of the Service/Software Provider. The service provider will perform all but not limited to the following tasks and requirements. The software will be used for the management of the information related to the operation of the Public Account Committee. It is accessible by different users based on their user groups and roles assigned to them. It consists of elegant and easy-to-use user interface for data entry. Different types of reports can be generated from the system as required.

Broad Scope of the Work

- a) The detailed design of the software Components for both functional and non-functional requirements.
- b) The development of custom software component required to fulfill the business operations requirement.
- c) User Management, manual backup and restoration functions
- d) Master Data entry to database platform.
- e) Implementing Non-Functional and Technical Enhancements
- f) Software Testing and Go-Live
- g) Functional Acceptance Testing
- h) The installation and the configuration software in order to get the system in operation according to the Application Requirements using the resources of Government Cloud Infrastructure located at GIDC.
- i) System audit to check the data security and vulnerability before implementing the system
- j) Separate training of Employer's staff to allow them to operate, manage and maintain the system.
- k) The supply of Technical and User documentation of the system describing its components and their configuration and user manual. The database administrator password should be in the custody of PAC and time to time Service Provider could get its access to update the system.
- l) The proposed system should be integrated with Office of the Auditor General system.
- m) Provide maintenance and support services after operational acceptance of the System
 - i. Software maintenance and support services (including Maintenance of Application Software and Release Management of subsequent versions) for application to meet the desired Service Levels
 - ii. Application functional support and minor enhancement services



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- iii. Maintenance support for the software including software bugs fixing, system backups and restoration.
- iv. Data backup and recovery of the system.

4. SOFTWARE REQUIREMENTS

The system architecture, presented in figure has four basic modules: database, information management and report generation system, web application and User Interface, messaging and interface with other systems.

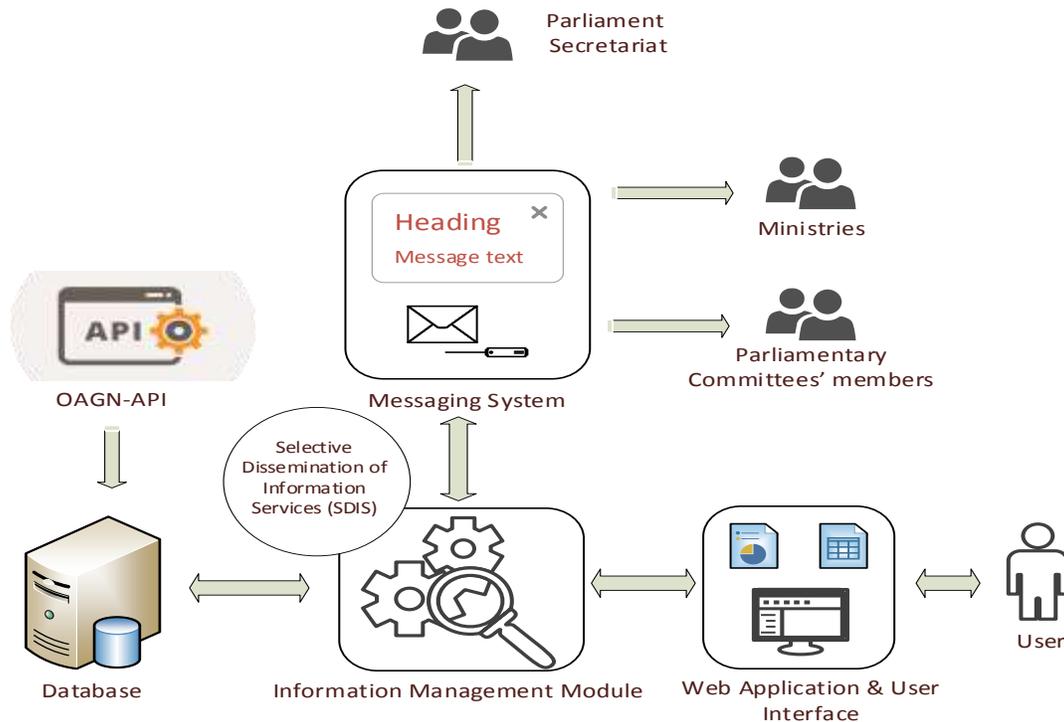


Fig: PAC-MIS block diagram

USES OF MODULES:

Database: It holds all the data, reports, publications, events and other related information required for the operations of public account committee.

Information management and report generation system: It is responsible for storing and/or retrieving the data from/to the database and process it for producing the useful information. The information so, collected is then displayed to the user using the web application services. The module is also responsible for generating the annual, monthly or daily reports based on the selected criteria of information. Information management module also consists of EDMS (Electronic Document Management System).

Web application and user interface module: It is responsible for capturing the data/information from the user and for the presentation of the required information to the user. It is the module that works as an interface between the user and the information management system.

Messaging module: It is used to sending the messages to the related personnel or committees' member for notifying about upcoming events or relation information. It can be integrated with the Value-added service (VAS) system for providing the SMS (Short Message Service), or Email System. This module also includes



interfaces for interaction with the other systems. This module includes SDIS (Selective Dissemination of Information Services) in order to disseminate information selectively. PAC has “Gen-xxx” named SMS messaging system already in place and it’s in use for sending short message system.

4.1 Functional Requirements

1) Master Data Entry Form.

User should be able to manage and can setup different parameters and enter the details in the module which includes

- Setup of fiscal year.
- Setup of office name.
- Setup of position names of an organization.

2) User and Role Management Module:

A user identity management module should be implemented for the management of user accounts, credentials, authentication and authorization. The user roles and privileges for access control should be configurable through this module by the system admin.

There are following categories of users that need to be managed:

- a) **PAC users:** These are internal users of the PAC-MIS application. These user accounts have to be associated with the organizational structure and roles, for e.g., a user may be a section officer from a particular section based on which privileges of the user may be defined.
 - b) **Line Ministries/Agencies users:** These are the Line Ministries and agencies users who would be reporting hearings to PAC Secretariat.
A secure user account should be provided for each Ministry/Agencies’ point of contact Officer for online access. Each user account should be identified with an authorized email address and Ministries/Agencies Contact Person Designation.
 - c) **OAGN Users:** - A secure user account should be provided for Office of the Auditor General point of contact officer user. Each user account should be identified with an authorized email address and Ministries/Agencies name and contact person’s designation.
- a) **Committee Member Users:** -This are the committee member users from various ministries/agencies with minimal write access to the system.
 - Creation of Roles and delegate required rights to the roles dynamically
 - Create different users and assign them with the specific roles.
 - Could easily switch the user roles, add or remove any credential

3) Internal workflow automation

The Public Account Committee business process has its starting point with two mains reports from the auditor general or different line ministries as

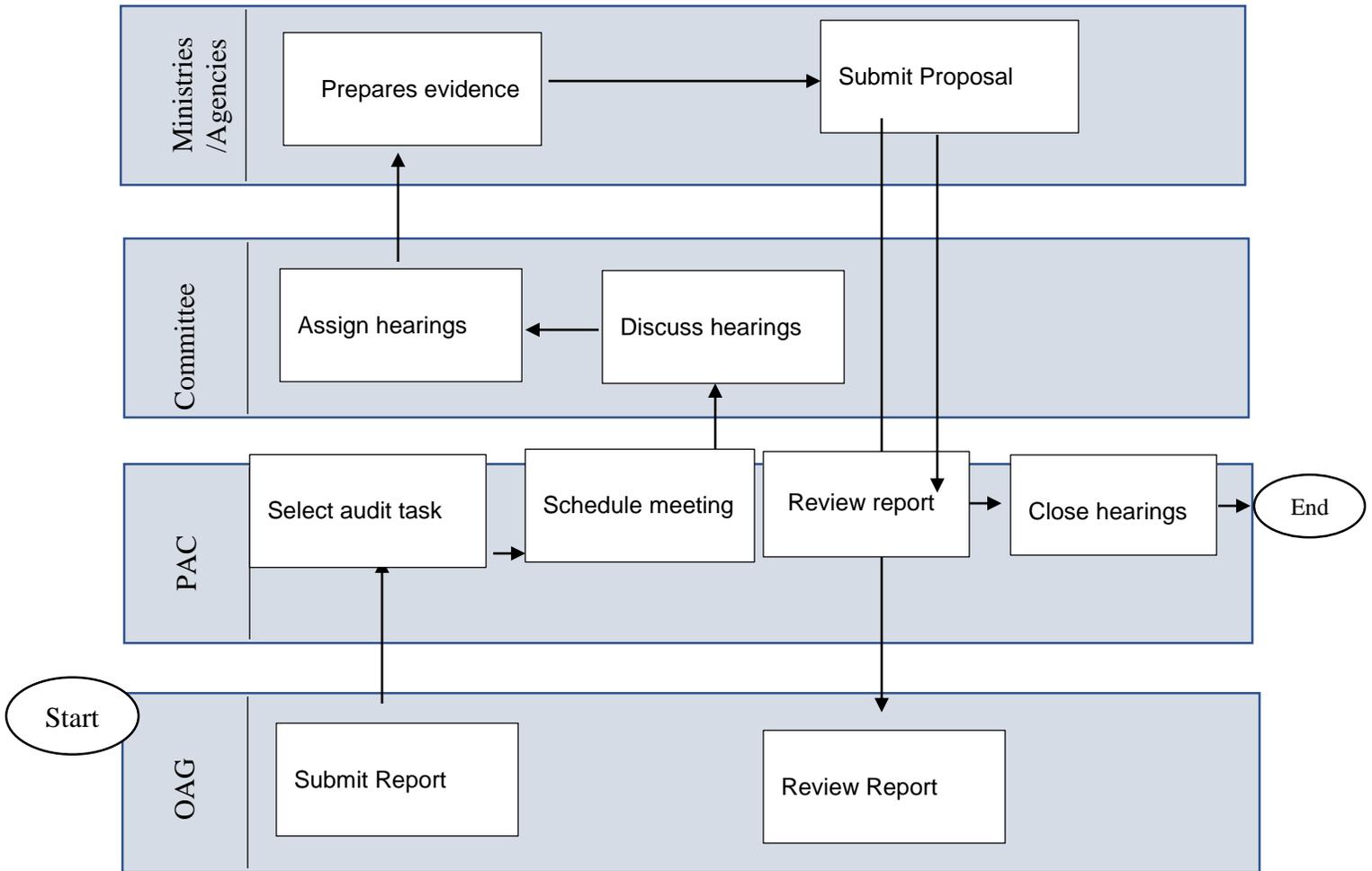
- I) Annual Audit Report and
- II) Irregularity and settlement report (Beruju).

The prime mechanism for considering such reports is the hearing, at which witnesses are called before the committee to answer to questions by members on critical issues raised. After the conclusion of a hearing, the committee has to finalize its own report based on its findings, and make sure that the government



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implements any recommendations. For automating each of the processes, the following steps should be implemented in the system.



Irregularity settlement and monitoring.

This module is used to capture, track and view various reports regarding irregularities in government income and expenses. It is one of the main business functionalities of Public Accounts Committee to effectively record, report and publish along with comprehensive reporting and dashboards for decision making. It should be able to review and approve reported data and allowing to publish in public web portal for the access of general public citizens.

This section should be able to generate all Statutory Report (Ma.Le.Pa) Faram from 801 to 806.

Business/Activities of Committee:

The list of business of committee/sub-committee can be added as events. Different activities like PAC deliberations, public hearings, discussions, and meetings, seminars and so on can be added. Such events can then be notified via email or SMS. Also, the report for the list of business/events/activities for a particular committee can also be generated and exported to other formats.



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Audit Arrears discussion and suggestions collection:

The collection of the Audit Arrears Clearance subcommittee decisions can be entered in the application. Such decisions can then be catalogued based on the subject matters, audit clearance or current status of the decisions in action.

Monitoring the audit arrears clearance

The system should monitor all the government agencies to monitor about the progress of the audit arrear clearance. The input of government agencies and verification by auditor general's office with two windows interfaces will be in connection and functional.

Reporting Module:

Reports can be generated based on the information managed by the application. Reports includes, total/filtered meetings, minutes, agendas, events, hearings, directives and its status, bills or suggestion, seminars, discussion with government agencies and others as required for particular month/year or specified time frame.

Sub-Committees Oversight Reports (Field & Study Report):

Different types of reports published by the committees/sub-committees can be added into the system. Such reports can be archived and viewed when necessary. Also, the total number of the field study report published by sub committees/teams can also be viewed.

Annual Reports:

The required reports based on the information managed into the system can be generated on the annual basis as the annual report. The reports can also be exported to other format like Excel files format.

3.1 Scheduling an Audit Plan: -

The audit report received from the Office of the Auditor General (OAGN) should be displayed in the grid and user should be able to choose audit report items based on priority to be considered for hearing and send an invite to respective users by an email or SMS by having options to choose different categories like Meeting, Audit Arrears/Findings discussion and suggestions collection, discussion or hearings as a comment

The task can thus be tracked with the status like Open, In-Progress, Ready for review, reviewed, pending, on-hold, Completed and Closed.

- Allow user to add comment with category like Meeting, Discussion, Events
- Allow multiple files upload feature with different file category like Monthly report, Yearly report, Bills, Evidence and so on
- Allow users to notify users by Email or SMS.

3.2 Conduction of Audit hearing

The collection of the Audit Arrears Clearance subcommittee decisions can be entered in the application as a comment. Such decisions can then be catalogued based on the subject matters, audit clearance or current status of the decisions in action.

- Allow PAC users to assign audit item to Ministries/Agencies level users.
- Notify users by an Email or a SMS.

3.3 Execution of Audit

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Once the audit items are assigned and notified to assignee. The software should have an option to update the information based on checklist or by choosing from different categories like Bills, evidence, file upload. It should allow user to save documents as draft or submit the assigned task for approval.

3.4 Follow-up/Closure

The authorized final decision (approve/reject) for an audit item would terminate the decision process of the application. Based on the decision, the database update would be committed by the system. It should be possible to configure the system so that the authorized person giving final approval (e.g., DG or section Director) is checked. It should also be possible, for the DG or the system admin, to delegate the authority for final decision in specific cases to the director level. An email should be auto-generated when the DG or Section Director Approves or Rejects.

Both the OGAN and PAC users should be able to view the audit reports

Change the status -READY to proceed

-Reassign

-submit documents

-close the item after submission.

3.2 Report Generation

Reports can be generated based on the information managed by the application. It should be able to quickly generate detailed audit reports and distribute them to all the involved parties. Reports includes, total/filtered meetings, minutes, agendas, events, hearings, directives and its status, bills or suggestion, seminars, discussion with government agencies and others as required for particular month/year or specified time frame.

Besides the reports produced by the system, other different type of reports should be made available for sharing with public and various stakeholders (website reports). All Statutory reports required by each Government Department should be able to generate by the system.

The reports should be generated by the system in various formats (PDF and CSV). It should be possible to produce tabular and graphical reports.

It is recommended to generate the data/reports in open formats, as open or export data, so that users can download the data in standard formats and create their own reports.

3.3 Messaging System:

Messaging system is used for the purpose of notification and invitation. The system includes email and/or SMS services. It can be used to message the committee member, selected member or others as per requirements. The vendor should be able to integrate the existing short messaging system in use by PAC for sending SMS.

3.4 Dashboard

Each authorized user of the system should be provided a dashboard view after login. The users may be internal PAC users OAG User or in case of PAC users – the dashboard should show a list of items submitted in a chronological order yet to be verified. Basic important details such as the date of application, name, sender of the file, etc. would be shown in the grid. The list shown in the dashboard should have flexible interface for filtering and sorting the columns by various fields, such as date, subject, name of industry, sender, etc.



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In case of Line Ministries/Agencies users – the dashboard should show the latest notifications from PAC with regard to his application, most recent notification on the top along with basic details such as date and subject.

3.5 Advance Search

- Allow user with capability to filter report based on different parameters
- Allow to export the result

3.6 History Tracking

The audit trail feature would be available in the proposed system, which will inform when and who has created or modified the data. It should be possible to see the history of amendments chronologically by the date of decisions in the agency profile. The log should show the old value and new value after the amendment.

4 API Integration Module

The service provider is required to review the functional requirements and develop the required solution and integrate OAG API to the PAC-MIS software which is an input for the PAC-MIS Software

This external service may be added further during the implementation phase.

5 Directives and tracking of PAC status

Different types of directives for different agencies/departments/personnel can be entered into the system. The directives will be entered with the details like date of issue, expected date of completion, department/personnel assigned to, details of the directives, reports/notice/attachments related to the directives. Once the directives are added, the status can also be updated as the process continues. As a part of the document lifecycle process, users should be able to streamline the process from creation to approval, archival to deletion in a requisite order.

It should be role-based security controls, password authentication and audit trail capabilities to ensure safer access to business credentials and critical information. An admin user should be able to set the approval date, publishing date, deletion and archival. The DOC management should complement this process to

Create

Review

Approve

Release

Archive

Audit Trail

Notification & Alerts

6 Web Portal Services

Meeting Management Module:

The meeting of the PAC can be set as an event. Once the details of the meeting including the date, time, venue, agenda, participants and other information are entered, it can be then listed in the activities/events list. The invitation for the event can be sent via email to the concerned personnel. Meetings can be categorized or filtered based on the committee, date/time, subject matters and so on.

- Allow user to add meeting with category and subject matter
- Allow different formats of documents to be stored
- Allow multiple files upload feature
- Should be able to notify users



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- Approval Users should be able to Edit and Cancel any Meeting
- System Administrators should be able to set Status of the Meeting Category to either Active, Inactive or Reactive.

Agenda and Minute Module:

The system should include interface to add the agendas for a particular meeting. Similarly, the minutes of the meetings can also be added on a particular template where any action items could be automatically track and send reminder follow up alerts by the system to the task owners. The agendas/minutes then can be email/re-emailed to the related/concerned personnel(s) and in parliament/PAC MIS.

- Should have provision to automate Minuting Process of PAC
- Email relevant data to concerned stakeholders
- Should allow the drafting of the agenda of a particular meeting.
- Should follow PAC business process

Seminar/Workshop as an Event:

Similar to meetings, an event for seminar/ workshop/ interaction can also be added into the application and then invitation be sent to the concerned people. The report of the seminar can also be generated.

Discussion with Government Agencies:

A collection of the discussions with the government agencies can be maintained by adding the discussion based on the agencies and other details. The collections can be sorted as required and the details of the discussion can also be viewed or exported to docx/ pdf when required.

Responsive and Dynamic design: MIS Portal will be browser and device responsive with attractive color combination improving its web presence in order to server better.

Navigational Dashboard: MIS will constitute a dashboard. From here different services of MIS shall be accessed easily.

About Committee: In about committee section, we can get information about history of committee, rules and working procedures of committee, jurisdictions, members of committee and its sub - committees, annual reports and other documents.

Activities: Activities further include the information of activities in different categories like bills, legislations, hearings and seminars done by committee. All the categories will have summarized information on discussed issues, participants, outcomes of discussion, directives.

Reports: Reports contains the publications, reports from an MIS business rules, and other relevant documents.

Calendar: Committee calendar contains the detail information about every upcoming committee event with auto reminders.

Contact: Visitor can contact to particular committee via contact us. Visitor can get additional information, can submit feedback to any topic.

Others

- Dashboard with data visualization
- Should have provision to generate reports
- Generate reports as of PAC Business Objectives
- Allow user with capability to filter report based on different parameters
- Allow to export the result



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4.2 Technical Requirements

Hosting environment: - The selected solution provider should recommend the minimum server, data storage and network connectivity requirements for the proposed solution within the first two weeks of the contract signature.

The solution provider will be responsible for establishing the development and testing environment (QAS), as well as the production environment (PRO) where the source code should be maintained on the PAC servers located at the GIDC.

PAC will provide necessary server, storage and network connectivity within the Government Integrated Data Center (GIDC) within two weeks of the contract. PAC will purchase additional servers and other equipment, if needed.

Adherence to Open Standards: -

Open standards are specifications for interfaces, protocols, operating systems, data formats, Application programming language, database, Integration business object definitions that are made public. The software technologies, database proposed by the bidder MUST be based on 'Open Standards' that are applicable and hosted in Government Integrated Data Center (GIDC).

Software Requirements: - The Application Software should be designed with features that provide flexibility and ease of future modification and expansion. The system should provide free access to authorized users without any licensing obligation.

Custom software -PAC-MIS Software

The software solution custom-built and provided by the Bidder for the PAC-MIS system. The Software should address the business functions stated on Business requirement.

Project and Implementation Management Requirements

The professional software development firm shall provide a Preliminary Project Plan; to include as appropriate, but not be limited to the following plans:

- a) Project Management and Staffing Plan;
- b) Implementation Schedule showing the phases, milestones and key tasks that will meet the stated time frame for the project.
- c) Technical and/or Operational Support Plans
- d) Training Plan
- e) Warranty Service Plan
- f) Post-Warranty Service Plan

Training Requirements

Tentative training requirements are as follows:

1. Seminar for PAC and OAG members - approx. 10 persons
2. Workshop for Line ministries/agencies - approx. 31 persons

Software Support Services

The prospective firm will be responsible for warranty /maintenance service in the software for a period of 2 years (Two years) from the date of acceptance of the software. The solution provider should also commit to providing post-warranty services after the completion of warranty period (at least five years), and such contracts can be signed later if the PAC is interested.



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The period of L1, L2 and L3 software support service provision is (2 year) from software acceptance date.

The successful bidder should define and indicate the preventive maintenance, backup, Schedule and procedure. Any special tools/ instruments/ equipment required to carry out the preventive and break down maintenance of the system offered should be clearly indicated and offered to PAC by the Bidder/System Integrator at no extra cost.

Layered Software Architecture

It is recommended that the software design should follow a layered and modular architecture for maximum flexibility, reusability and maintainability.

The layered architecture should contain the following layers:

I. Presentation layer: This layer contains the user-oriented functionality responsible for managing user interaction with the system, and generally consists of components that provide a common bridge into the core business logic encapsulated in the business layer.

II. Business layer: This layer implements the core functionality of the system, and encapsulates the relevant business logic. It generally consists of components, some of which may expose service interfaces that other callers can use.

III. Data layer: This layer provides access to data hosted within the boundaries of the system, and data exposed by other networked systems; perhaps accessed through services. The data layer exposes generic interfaces that the components in the business layer can consume.

IV. Services Layer: When an application must provide services to other applications, following GEA and NeGIF guidelines, as well as implementing features to support clients directly, a common approach is to use a services layer that exposes the business functionality of the application. The services layer effectively provides an alternative view that allows clients to use a different channel to access the application.

V. Cross-cutting Layers: Besides these, cross-cutting layers can be used to provide functionalities needed across all layers, such as security, operational management and communication.

Technical Development Platforms

The following technologies are recommended in the preference of PAC for the development of the system, although development need not be restricted to these only.

- Programming platform – C#, Java
- Database – MySQL / PostgreSQL

All of the above technologies are free open source technologies. Hence, no license costs would be associated.

4.3 Non-Functional Requirements

Security Architecture

Security is the protection of systems, information (data), resources and services from accidental and deliberate threats to confidentiality, integrity and availability. The Security Architecture describes both measures that prevent or deter attackers from accessing a facility, resource, or information stored on



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physical media and guidance on how to design structures to resist various hostile acts. While IT Security deals with data, applications and network, Physical Security deals with infrastructure and physical facilities. The guidelines for application security would be helpful in discovering and avoiding vulnerabilities in system applications. Similarly, the physical security framework will help protect physical and infrastructural assets from unpropitious access. The Security Architecture also defines a set of rules governing the security framework of the application and all private concerns which interact with governmental organizations. Since assets and data can be compromised in many ways, the best security against misuse or theft should involve a combination of technical measures, physical security and well-educated human resources to handle the facilities. The security architecture shall protect physical and electronic assets, resources, and data/information from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide:

- **Integrity**, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;
- **Confidentiality**, which means preserving authorized restrictions from access and disclosure, including means for protecting personal privacy and proprietary information;
- **Availability**, which means ensuring timely and reliable access to and use of information. Availability is securely accomplished through identification, authentication, authorization and access control;
- **Accountability**, which includes requirements that actions of individuals or entities can be traced to the individual or entity, non-repudiation, and security review controls and procedures; and
- **Assurance**, including security administration and adherence to Nationwide IT security policies and infrastructure related standards.

Areas of security concern include:

- **Authentication** - The substantiation of the identity of a person or entity related to the system in some way
- **Authorization** - The definition and enforcement of permitted capabilities for a person or entity whose identity has been established
- **Audit** - The ability to provide forensic data attesting that the system was used in accordance with stated security policies
- **Assurance** - The ability to test and prove that the system has the security attributes required to uphold the stated security policies
- **Availability** - The ability of the system to function without service interruption or depletion despite abnormal or malicious events
- **Asset Protection** - The protection of information assets from loss or unintended disclosure, and resources from unauthorized and unintended use
- **Administration** - The ability to add and change security policies, add or change how policies are implemented in the system, and add or change the persons or entities related to the system

Risk Management - The organization's attitude and tolerance for risk.

Ownership of Source Code.

The PAC will be the rightful owners of the Source Code and all Intellectual Property associated with the system. The MIS so developed will be the sole property of the PAC or any agencies designated by them. The Service Provider or the Software Development Vendor or Independent Software Vendor (ISV) shall have no right to commercially use or present or apply the software elsewhere.



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Documentations & Other Deliverables

- The Technical Manual (Application Software, Database and Cloud Configuration, Data Import/Export/API Management, System Backup and Restoration)
- The Training Manuals and System Administration manuals
- Low Level Software Design document including Programming Logic, Workflows etc.
- Software Source Code in 3 DVD media
- User manuals
- Contact details of the Service Providers Technical and Support Teams

a) Methodology

- The consultant shall conduct discussions with concerned experts and concern department. Officers (the Client) in relation to design and implementation procedure of PAC-MIS Software.
- The consultant shall have frequent meetings with the stakeholders as far as possible in order to make PAC-MIS Software more effective and output oriented.

b) Application Features

The developed application (custom developed web-based application software) shall have following key features:

- User friendly Graphical User's Interfaces (GUIs)
- Easily add new types of records and add it to the system.
- Allow multiple files to be uploaded in the single record entry in the system.
- Report generation of stored data based on different parameters.
- Cloud based data storage and system access technology
- Integrated and centralized database system for PAC-MIS.

The solution provider shall propose commonly available popular programming languages, scripting languages and open source tools, frameworks and libraries. Listed below is based on PAC preference.

Frameworks: MVC (Model-View-Controller)

Front End: Bootstrap Framework, HTML/CSS/JavaScript

Back End: C#,JAVA, MySQL/ PostgreSQL

5. DELIVERABLES

The consultant will be responsible for the deliverables as described below:

- PAC-MIS Application development and Deployment to G Cloud
- User Manual of the System
- System Administration Training
- Job Completion Report

S.N	Task	M1	M2	M3	M4	M5	Responsible Expert
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1	Collection of requirements	✓					TL, ME,FE,SD
2	Inception report and Work schedule Submission	✓					TL,ME,FE,SD,DO
2	Software & Database Design and Development	✓	✓	✓	✓	✓	TL,ME,FE,DE,SD,MD,MD,QA
3	Portal Design (UI /UX) Components	✓	✓	✓	✓		TL,WD,SD,MD
3	Quality Assurance tests		✓	✓	✓	✓	TL,SD,QA
4	Meeting with Stakeholder	✓	✓	✓	✓	✓	TL,SD,DE
5	Final Delivery of the software					✓	TL,SD
6	Documentation & User manual					✓	TI, SD, ME
7	Technical Support			Contract Period			TL, SS
TL: Team Leader/System Analyst ME: MIS Expert DO: Documentation Officer TS: Technical Software Support					SD: Senior Software Developer DE: Database Expert MD: Mid-level Developer WD: Web Designer QA: Quality Assurance		

6. Expected Deliverables

- A fully functional, tested and operational PAC-MIS which works in web browsers running in PC, Mac should be maintained and delivered to the PAC.
- Submission of User manuals, business continuity plan, technical documentation, reflecting the software as per the need of PAC.
- Assurance of data integrity, availability of software and data, usability of software.
- The Consultant should deploy the system and web portal to the server specified to be provided by PAC based on the specifications of the solution provider.”.
- Technical support must be provided to the users of PACMIS

7. TRAINING AND SUPPORT

After the completion of the Deployment the consultant should provide the training to operate the system to the personnel nominated by the PAC Members.

The consultant should provide full-fledged support in managing the web-based and cloud-based PAC-MIS system.

8. DURATION OF ASSIGNMENT



22/11/16

The assignment is expected to tentatively commence in April 2021 and be concluded within 5 months after commencement. This is a lump-sum contract in which the payments are linked to specific deliverables (inception report, training, final report). The Consultant team (8 key experts) is expected to provide 26 person-months of onsite to complete required activities within a period of 5 months.

9. Team Composition

The tentative composition of the Consultant's team is set out below however consulting firms are free to propose team and skill compositions appropriate to their proposed work plan



22/11/21

S. N	Proposed Key Personnel	No. of Person required	Man-Month	Minimum Qualification	Specific Experience
1.	Project Manager (Team Leader)	1	5	Master's in IT Engineering or Computer Science / IT	At least 10 years of relevant work experience in Enterprise Software development in Government or Corporate Sector.
2	System Analyst	1	3	Master's in IT Engineering or Computer Science / IT	At least 8 years of relevant work experience in MIS as an expert.
3.	Senior Software Developer	1	4	Master's in IT Engineering or Computer Science / IT	At least 8 years of relevant work experience in Web application Development, Enterprise Software development in Government or Corporate Sector.
4.	Mid-Level Developer	1	4	At least BE in Computer Science or similar	At least 5 years' experience as web developer
5.	Database Expert	1	3	Bachelors in IT Engineering or Computer Science / IT Management	At least 8 years of relevant work experience in Enterprise Software implementation in Government or Corporate Sector.
6.	Web Designer	1	2	Bachelors in IT Engineering or Computer Science / IT	At least 5 years of relevant work experience in design / UI/UX component development and development of web application
7.	Quality Assurance Engineer	1	3	Bachelors in IT Engineering or Computer Science / IT	At least 5 years' experience in Web application development as a quality assurance professional.
8.	Documentation Expert	1	2	Bachelors in IT or Computer Science / Management	Experience as Technical Documentation Expert in documentation of user manual, reports and technical manual for at least 5-year in web-based enterprise level application

10. ANNEXURES

10.1. Annexure A: Functional Requirements Specification



22/11/16

The following section details the functional requirements specifications (FRS) for the design of the PAC-MIS portal. The detailed functionalities of the various envisaged modules in the PAC-MIS portal are provided below as well as the non-functional requirements required for the portal development.

User and Role Management	The system should allow the user to enter the user and role details for various user types like PAC- Users, OAG Users and Line Ministries/Agencies Users. Committee Members users.	
	The system should allow the user to assign role on functional areas of PAC-MIS application.	
Irregularity settlement and monitor	The system should be able to extract the irregularity Information and other related data or updates from the previous extraction from OAG API or uploading the document at regular and prespecified periods.	
	The system should allow the user to track the status of Irregularity items based on code.	
	The system should allow users to generate status wise monthly and yearly reports.	
	Users should be able to choose a search option (simple search or advanced search). Users should be provided an option to add additional filtering criteria to the search such as adding 'AND' and 'OR' conditions	
	The system should display the following status messages depending on the status of the grievance: <ul style="list-style-type: none"> • New • In Process • Resolved 	
SMS Gateway		
	The system should have the facility to generate and communicate alerts to the users through SMS and e- mail upon updating of documents or uploading new documents. The system should contain a link in the alert to access the documents.	
API Integration	The system should be able to extract the audit information, and other related data or updates from the previous extraction from OAG API at regular and prespecified periods.	
Common	The system should allow the user to add data in the master tables.	
	The system should allow the user to edit the data in the master tables.	
	The system should have a timeframe for which old audit logs will be maintained for ready reference in	



Handwritten signature or initials.

	the system. The old records should be archived in the PAC-MIS database	
	The system should have the provision to save the audit records from unauthorized deletion, modification, or disclosure	
	The system should have the provision to ensure that data in any form should not be copied on to any external media without authorization	
	The system should have a backup solution for regular / scheduled backups	
	The system should have the facility to back up the data and stored within the PAC-MIS database in accordance with the backup policy	



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Section IX. Contract Forms

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Performance Bank Guarantee (Unconditional)

To,
Federal Parliament Secretariat,
Singhadurbar, Kathmandu

Whereas _____ (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____



Handwritten signature

Bank Guarantee for Advance Payment

To:

***Federal Parliament Secretariat,
Singhadurbar, Kathmandu***

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, _____ (hereinafter called “the Service Provider”) shall deposit with _____ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between _____ and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____



[Handwritten signature]

Notes on Forms of Securities

Samples of acceptable forms of Performance, and Advance Payment Securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms or in a similar form acceptable to the Employer.



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